

AMENDMENT

2911 Zeos and 51625
all SIGNED ORIGINAL

AMENDMENT NO. 1 TO THE LICENSE AGREEMENT
BETWEEN
ZEOS INTERNATIONAL, LTD. AND MICROSOFT CORPORATION
DATED JANUARY 1, 1990, CONTRACT NO. 4934-0130

This Amendment to the License Agreement between MICROSOFT CORPORATION ("MS") and ZEOS INTERNATIONAL, LTD. ("COMPANY") dated June 1, 1990 ("Agreement"), is made and entered into this 1st day of November 1990.

1. The Effective Date of this Agreement will change from June 1, 1990 to April 1, 1990.
2. Section 9, second paragraph located on page 8 is hereby replaced with the following:

Upon execution by both parties, this Agreement supersedes and replaces MS Contract #4934-0022 ("PRIOR AGREEMENT") between COMPANY and MS. COMPANY shall receive a credit equal to: (i) the minimum commitment payments made by COMPANY pursuant to Exhibit B of the PRIOR AGREEMENT, minus (ii) the amount of said minimum commitment payments determined to represent earned royalties in accordance with the PRIOR AGREEMENT. Any such credit shall be applied to reduce COMPANY's minimum commitment payment due upon signing of this Agreement, as reflected in Exhibit B.

3. Telephone numbers found in Section 15 (page 11) will change from:
(COMPANY) 612-633-1175 to 612-633-4591 and (Legal) 912-633-1175 to 612-633-4591.
4. Any Customer Systems shipped between April 1, 1990 and May 31, 1990 without Windows 3.0 shall be excluded from any royalties due for Windows 3.0 as stated in Exhibit C1. Any and all royalties due for MS-DOS on such systems shall still be in effect. The Customer Systems excluded from royalties must be stated as such on the royalty reports.
5. Any Customer Systems shipped between January 1, 1990 and July 31, 1990 under PRIOR AGREEMENT and this Agreement that included Packaged Product MS-DOS purchased from MS under license #4934-9125, and/or MS-DOS purchased from Phoenix Technologies, Ltd. shall be excluded from any royalties due under PRIOR AGREEMENT or this Agreement. The Customer Systems excluded from royalties must be stated as such on the royalty reports.

ENTERED

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MS-PCA 1193954
CONFIDENTIAL

MSC 5007949
Highly Confidential

MICROSOFT LICENSE NO.
4934-0130

6. In the event of inconsistencies between the Agreement and this Amendment, the terms and conditions of the Amendment shall be controlling.

IN WITNESS WHEREOF, the parties have executed this Amendment to the License Agreement as of the date set forth above. All signed copies of this shall be effective upon execution on behalf of COMPANY and MS by their duly authorized representatives.

MICROSOFT CORPORATION

ZEOS INTERNATIONAL, LTD.

By 

By 

Michael R. Hallman, President
Name & Title (Print)

Greg Herrick, President
Name & Title (Print)

2/9/91
Date

11/29/90
Date

Date Of Issue: November 1, 1990

This Agreement shall be deemed to be invalid, unless executed by COMPANY and returned to MS within thirty (30) days of the above "Date of Issue". FAX copies are unacceptable.

11/02/90 3026M